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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DAVID ALBANESE and THERESA
ALBANESE,

Plaintiffs,

v.

SYNGENTA AG; SYNGENTA CROP
PROTECTION, LLC; CHEVRON U.S.A. INC.;
and DOES 1 through 60 inclusive,

Defendants.

Civil Action No.: 3:21-cv-02496

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

Plaintiffs DAVID AND THERESA ALBANESE (hereinafter, collectively referred to as “Plaintiffs”), by and through counsel Curtis G. Hoke of The Miller Firm, LLC allege upon information and belief and complains of Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta Defendants”); Chevron U.S.A. Inc. (together with its predecessors-in-interest, referred to collectively as the “Chevron Defendants”); and Does One through Sixty, states:

STATEMENT OF THE CASE

1. Plaintiff DAVID ALBANESE suffers from Parkinson’s disease caused by his exposure to the herbicide Paraquat;

1 laws of the State of Pennsylvania, with its headquarters and principal place of business in San
2 Ramon in Contra Costa County, California.

3 9. This Court has personal jurisdiction over each of the Defendants in this diversity
4 case because a state court of California would have such jurisdiction, in that:

5 a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant and/or its
6 predecessor(s), together with those with whom they were acting in concert, manufactured
7 Paraquat for use as an active ingredient in Paraquat products, distributed Paraquat to
8 formulators of Paraquat products, formulated Paraquat products, marketed Paraquat
9 products to the California agricultural community, and/or distributed Paraquat products,
10 intending that such products regularly would be, and knowing they regularly were, sold
11 and used in the State of California;

12 b. Plaintiffs' claims against each Defendant arise out of these contacts between the
13 Defendant and/or its predecessor(s), together with those with whom they were acting in concert,
14 with the State of California; and

15 c. These contacts between each Defendant and/or its predecessors, together with those with
16 whom they were acting in concert, and the State of California, were so regular, frequent, and
17 sustained as to provide fair warning that it might be hauled into court there, such that requiring it
18 to defend this action in the State of California does not offend traditional notions of fair play and
19 substantial justice.

20 **INTRADISTRICT ASSIGNMENT**

21 10. This action arises from the actions of Defendants – and, in particular, the actions of
22 Defendant Chevron U.S.A., Inc. Defendant Chevron U.S.A., Inc. is a Pennsylvania corporation
23 with its principal place of business in San Ramon in Contra Costa County, California. Pursuant to
24 Local Rule 3-2(c), this claim may be assigned to either the San Francisco Division or the Oakland
25 Division.

26 **PARTIES**

27 11. The true names or capacities whether individual, corporate, governmental or
28 associate, of the defendants named herein as Doe are unknown to Plaintiffs who therefore sues

1 said defendants by such fictitious names. Plaintiffs pray leave to amend this Complaint to show
2 their true names and capacities and/or bases for liability when the same have been finally
3 determined.

4 12. Plaintiffs are informed and believe, and upon such information and belief allege,
5 that each of the defendants designated herein as Doe is strictly, negligently, or otherwise legally
6 responsible in some manner for the events and happenings herein referred to, and negligently or
7 otherwise caused injury and damages proximately thereby to Plaintiffs as is hereinafter alleged.

8 13. At all times herein mentioned each and every of the Defendants was the agent,
9 servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-in-interest of
10 each of the other, and each was acting within the course and scope of their agency, service, joint
11 venture, alter ego relationship, employment, and corporate interrelationship.

12 14. U.K. manufacturer Imperial Chemical Industries Ltd. a/k/a Imperial Chemical
13 Industries PLC ("ICI") first introduced Paraquat to world markets in or about 1962 under the
14 brand name GRAMOXONE®.

15 15. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary
16 organized under the laws of the State of Delaware, which was ultimately known as ICI Americas
17 Inc. ("ICI Americas").

18 16. Chevron Chemical Company was a corporation organized under the laws of the
19 State of Delaware.

20 17. Pursuant to distribution and licensing agreements with ICI and ICI Americas,
21 Chevron Chemical Company had exclusive rights to distribute and sell Paraquat in the United
22 States and did in fact manufacture, formulate, distribute, and sell Paraquat in the United States,
23 including in California for use in California, from approximately 1964 until approximately 1986.

24 18. Chevron U.S.A. Inc. is the successor-in-interest to Chevron Chemical Company.

25 19. At all relevant times, Chevron Chemical Company acted as the agent of Chevron
26 U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron
27 Chemical Company was acting within the scope of its agency in selling and distributing Paraquat.
28 Chevron U.S.A. Inc. is liable for the acts of its agent.

20. From approximately 1964 through approximately 1986, pursuant to distribution and licensing agreements with Chevron Chemical Company, SAG's and/or SCPLLC's predecessors-in-interest, ICI and ICI Americas, and Does One through Sixty manufactured some or all of the Paraquat that Chevron Chemical Company distributed and sold in the United States, including in California for use in California.

21. From approximately 1964 through approximately 1986, pursuant to distribution and licensing agreements between and among them, ICI, ICI Americas, Chevron Chemical Company, and Does One through Sixty acted in concert to register, manufacture, formulate, and distribute and sell (through Chevron Chemical Company) Paraquat for use in the U.S., including in California for use in California, and their respective successors-in-interest, SAG, SCPLLC, and Chevron U.S.A. Inc., are jointly liable for the resulting injuries alleged herein.

22. After 1986, SCPLLC, Does One through Sixty, and/or their predecessors-in-interest sold and distributed and continue to sell and distribute Paraquat in the United States, including in California for use in California.

23. As a result of mergers and corporate restructuring, SAG is the successor-in-interest to ICI.

24. As a result of mergers and corporate restructuring, SCPLLC is the successor-in-interest to ICI Americas, Inc.

25. Thus, from approximately 1964 through the present, the Syngenta Defendants, Does One through Sixty, or their predecessors-in-interest have manufactured, formulated, distributed, and sold Paraquat for use in the U.S., including in California for use in California.

PLAINTIFF'S EXPOSURE TO PARAQUAT

26. At all relevant times, Plaintiff DAVID ALBANESE was an agricultural laborer and/or farmer who was exposed to Paraquat in the 1960s and 1970s in New York: (1) when it was mixed, loaded, applied, and/or cleaned; (2) as a result of spray drift (the movement of herbicide spray droplets from the target area to an area where herbicide application was not intended, typically by wind); and/or (3) as a result of contact with sprayed plants.

1 27. At all relevant times, it was reasonably foreseeable that when Paraquat was used in
2 the intended or a reasonably foreseeable manner, users of Paraquat and persons nearby would be
3 exposed to it.

4 28. At all relevant times, it was reasonably foreseeable that Paraquat could enter the
5 human body: (1) through absorption or penetration of the skin, mucous membranes, and other
6 epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting
7 airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2)
8 through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into
9 the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting
10 airways.

11 **PARAQUAT CAUSES PARKINSON'S DISEASE**

12 29. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
13 human body could ultimately enter the brain.

14 30. At all relevant times, it was reasonably foreseeable that Paraquat that entered a
15 human body could induce the misfolding of the alpha synuclein protein.

16 31. Parkinson's disease is a progressive neurodegenerative disorder of the brain that
17 affects primarily the motor system-the part of the central nervous system that controls movement.

18 32. The characteristic symptoms of Parkinson's disease are its "primary" motor
19 symptoms: resting tremor (shaking movement when the muscles are relaxed), bradykinesia
20 (slowness in voluntary movement and reflexes), rigidity (stiffness and resistance to passive
21 movement), and postural instability (impaired balance).

22 33. Parkinson's disease's primary motor symptoms often result in "secondary" motor
23 symptoms such as freezing of gait; shrinking handwriting; mask-like expression; slurred,
24 monotonous, quiet voice; stooped posture; muscle spasms; impaired coordination; difficulty
25 swallowing; and excess saliva and drooling caused by reduced swallowing movements.

26 34. Non-motor symptoms-such as loss of or altered sense of smell; constipation; low
27 blood pressure on rising to stand; sleep disturbances; and depression-are present in most cases of
28 Parkinson's disease, often for years before any of the primary motor symptoms appear.

1 35. There is currently no cure for Parkinson's disease; no treatment will stop or reverse
2 its progression; and the treatments most commonly prescribed for its motor symptoms tend to
3 become progressively less effective, and to increasingly cause unwelcome side effects, the longer
4 they are used.

5 36. One of the primary pathophysiological hallmarks of Parkinson's disease is the
6 selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a
7 part of the brain called the substantia nigra pars compacta ("SNpc").

8 37. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from
9 one neuron to another neuron, muscle cell, or gland cell) that is critical to the brain's control of
10 motor function (among other things).

11 38. The death of dopaminergic neurons in the SNpc decreases the production of
12 dopamine. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic
13 neurons have died, dopamine production falls below the level the brain requires for proper control
14 of motor function, resulting in the motor symptoms of Parkinson's disease.

15 39. The presence of Lewy bodies (insoluble aggregates of a protein called alpha-
16 synuclein) in many of the remaining dopaminergic neurons in the SNpc is another of the primary
17 pathophysiological hallmarks of Parkinson's disease.

18 40. Dopaminergic neurons are particularly susceptible to oxidative stress, a disturbance
19 in the normal balance between oxidants present in cells and cells' antioxidant defenses.

20 41. Scientists who study Parkinson's disease generally agree that oxidative stress is a
21 major factor in-if not the precipitating cause of-the degeneration and death of dopaminergic
22 neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons
23 that are the primary pathophysiological hallmarks of the disease.

24 42. Paraquat is highly toxic to both plants and animals, creating oxidative stress that
25 causes or contributes to cause the degeneration and death of plant or animal cells.

26 43. Paraquat creates oxidative stress in the cells of plants and animals because of
27 "redox properties" that are inherent in its chemical composition and structure: it is a strong
28

1 oxidant, and it readily undergoes “redox cycling” in the presence of molecular oxygen, which is
2 plentiful in living cells.

3 44. The redox cycling of Paraquat in living cells interferes with cellular functions that
4 are necessary to sustain life-with photosynthesis in plant cells, and with cellular respiration in
5 animal cells. The redox cycling of Paraquat in living cells creates a “reactive oxygen species”
6 known as superoxide radical, an extremely reactive molecule that can initiate a cascading series of
7 chemical reactions that creates other reactive oxygen species that damage lipids, proteins, and
8 nucleic acids, molecules that are essential components of the structures and functions of living
9 cells. Because the redox cycling of Paraquat can repeat indefinitely in the conditions typically
10 present in living cells, a single molecule of Paraquat can trigger the production of countless
11 molecules of destructive superoxide radical.

12 45. Paraquat’s redox properties have been known to science since at least the 1930s.

13 46. It has been scientifically known since the 1960s that Paraquat (due to its redox
14 properties) is toxic to the cells of plants and animals. The same redox properties that make
15 Paraquat toxic to plant cells and other types of animal cells make it toxic to dopaminergic neurons
16 in humans -that is, Paraquat is a strong oxidant that interferes with the function of, damages, and
17 ultimately kills dopaminergic neurons in the human brain by creating oxidative stress through
18 redox cycling.

19 47. Paraquat is one of only a handful of toxins that scientists use to produce animal
20 models of Parkinson’s disease, i.e., use in a laboratory to artificially produce the symptoms of
21 Parkinson’s disease in animals.

22 48. Animal studies involving various routes of exposure have found that Paraquat
23 creates oxidative stress that results in the degeneration and death of dopaminergic neurons in the
24 SNpc, other pathophysiology consistent with that seen in human Parkinson’s disease, and motor
25 deficits and behavioral changes consistent with those commonly seen in human Parkinson’s
26 disease.

49. Hundreds of in vitro studies (experiments in a test tube, culture dish, or other controlled experimental environment) have found that Paraquat creates oxidative stress that results in the degeneration and death of dopaminergic neurons (and many other types of animal cells).

50. Epidemiological studies have found that exposure to Paraquat significantly increases the risk of contracting Parkinson's disease. A number of studies have found that the risk of Parkinson's disease is more than double in populations with occupational exposure to Paraquat compared to populations without such exposure.

51. These convergent lines of evidence (toxicology, animal experiments, and epidemiology) demonstrate that Paraquat exposure generally can cause Parkinson's disease.

PARAQUAT REGULATION

52. The Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., which regulates the distribution, sale, and use of pesticides within the U.S., requires that pesticides be registered with the U.S. Environmental Protection Agency ("EPA") prior to their distribution, sale, or use, except as described by FIFRA. 7 U.S.C. 136a(a).

53. The California Food & Agric. Code § D. 7, Ch. 2, which regulates the labeling, distribution, use, and application of pesticides within the State of California, requires that pesticides be registered with the California Department of Pesticide Regulation ("CDPR") before they are offered for sale in the State of California. Cal. Food & Agric. Code § 12811.

54. Paraquat is a "restricted use pesticide" under federal law, see 40 C.F.R. § 152.175, which means it is "limited to use by or under the direct supervision of a certified applicator," and is a "restricted material" under California law, see Cal. Code Regs. tit. 3, § 6400(e), which means it cannot be sold, used, or possessed by any person in California without the proper licensing and permitting.

55. As part of the pesticide registration process, the EPA requires, among other things, a variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other potential non-target organisms, and other adverse effects on the environment.

1 56. As a general rule, FIFRA requires registrants, the chemical companies registered to
2 sell the pesticides, to perform health and safety testing of pesticides. However, FIFRA does not
3 require the EPA itself to perform health and safety testing of pesticides, and the EPA generally
4 does not perform such testing.

5 57. The EPA registers (or re-registers) a pesticide if it is persuaded, based largely on
6 studies and data submitted by the registrant, that: (1) its composition is such as to warrant the
7 proposed claims for it, 7 U.S.C. § 136a(c)(5)(A); (2) its labeling and other material required to be
8 submitted comply with the requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B); (3) it will perform
9 its intended function without unreasonable adverse effects on the environment, 7 U.S.C. §
10 136a(c)(5)(C); and (4) when used in accordance with widespread and commonly recognized
11 practice it will not generally cause unreasonable adverse effects on the environment, 7 U.S.C. §
12 136a(c)(5)(D).

13 58. FIFRA defines “unreasonable adverse effects on the environment” as “any
14 unreasonable risk to man or the environment, taking into account the economic, social, and
15 environmental costs and benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

16 59. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration
17 of a pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply
18 with the registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2). However, FIFRA further
19 provides that “[i]n no event shall registration of an article be construed as a defense for the
20 commission of any offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

21 60. The distribution or sale of a pesticide that is misbranded is an offense under
22 FIFRA, which provides in relevant part that “it shall be unlawful for any person in any State to
23 distribute or sell to any person ... any pesticide which is ... misbranded.” 7 U.S.C. § 136j(a)(1)(E).
24 A pesticide is misbranded under FIFRA if, among other things: (1) its labeling bears any
25 statement, design, or graphic representation relative thereto or to its ingredients which is false or
26 misleading in any particular, 7 U.S.C. § 136(q)(1)(A); (2) the labeling accompanying it does not
27 contain directions for use which are necessary for effecting the purpose for which the product is
28 intended and if complied with, together with any requirements imposed under section 136a(d) of

1 this title, are adequate to protect health and the environment, 7 U.S.C. § 136(q)(1)(F); or (3) the
 2 label does not contain a warning or caution statement which may be necessary and if complied
 3 with, together with any requirements imposed under section 136a(d) of this title, is adequate to
 4 protect health and the environment,” 7 U.S.C. § 136(q)(1)(G).

5 61. As a result, a pesticide may be misbranded despite an EPA determination that it
 6 met FIFRA’s registration criteria. In other words, notwithstanding its registration, a pesticide is
 7 misbranded if its label contains “false or misleading” statements, has inadequate instructions for
 8 use, or omits warnings or cautionary statements necessary to protect human health. Similarly, a
 9 pesticide may be found to cause unreasonable adverse effects on humans when used according to
 10 the approved label despite a determination by the EPA that it would not.

11 62. Plaintiff does not seek in this action to impose on Defendants any labeling or
 12 packaging requirement in addition to or different from those required under FIFRA. Any
 13 allegation in this Complaint that a Defendant breached a duty to provide adequate directions for
 14 the use of or warnings about Paraquat, breached a duty to provide adequate packaging for
 15 Paraquat, concealed, suppressed, or omitted to disclose any material fact about Paraquat, or
 16 engaged in any unfair or deceptive practice regarding Paraquat, is intended and should be
 17 construed to be consistent with that alleged breach, concealment, suppression, or omission, or
 18 unfair or deceptive practice having rendered the Paraquat “misbranded” under FIFRA. However,
 19 Plaintiff brings claims and seeks relief in this action only under state law, and does not bring any
 20 claims or seek any relief in this action under FIFRA.

21 **Acts of Syngenta Defendants**

22 63. SAG is a foreign corporation organized and existing under the laws of Switzerland,
 23 with its principal place of business in Basel, Switzerland. It is a successor by merger or
 24 continuation of business to its corporate predecessors, including but not limited to ICI.

25 64. SCPLLC is a limited liability company organized under the laws of the State of
 26 Delaware. It is a successor by merger or continuation of business to its corporate predecessors,
 27 including but not limited to ICI Americas. SCPLLC is registered with the State of California,
 28 Secretary of State to do business in the State of California.

1 65. SCPLLC or its corporate predecessors have sufficient minimum contacts with the
2 State of California and have purposefully availed themselves of the privileges of conducting
3 business in the State of California, in that they:

4 a. secured and maintained the registration of Paraquat products and other pesticides with
5 the CDPR to enable themselves and others to manufacture, distribute, sell, and use these products
6 in the State of California;

7 b. marketed, licensed, advertised, distributed, sold, and delivered Paraquat and other
8 pesticides to chemical companies, licensees, distributors, and dealers whom they expected to
9 distribute and sell Paraquat and other pesticides in or for use in the State of California, including
10 the Chevron Defendants and “Syngenta Retailers,” as well as to applicators and farmers in the
11 State of California;

12 c. employed or utilized sales representatives to market and sell Paraquat and other
13 pesticides in California;

14 d. maintained several locations throughout the State of California, including in the towns
15 of Sanger, Granite Bay and Roseville;

16 e. attended meetings of the CDPR’s Pesticide Registration and Evaluation Committee
17 relating to the registration of their pesticides, including Paraquat;

18 f. sponsored continuing education seminars for the CDPR at various locations in the State
19 of California, including the towns of Oxnard, Seal Beach, Rancho Santa Fe, Somis, Orcutt,
20 Woodland and Pala;

21 g. utilized California state courts to promote their pesticide business, including filing an
22 action against the CDPR and another pesticide manufacturer for allegedly using Syngenta data to
23 obtain approval of pesticides for others without its consent, see Syngenta Crop Prot., Inc. v.
24 Helliker (2006) 138 Cal.App.4th 1135; and filing an action against the California EPA’s Office of
25 Environmental Health Hazard Assessment challenging the agency’s decision to list its pesticide
26 atrazine as a chemical known to cause reproductive toxicity under Proposition 65, see Syngenta
27 Crop Protection v. OEHHHA (Sacramento Superior Court Case No. 34-2014-800001868); and

28 h. performed and funded the testing of pesticides in the State of California.

1 75. During this time, Plaintiff DAVID ALBANESE was in close contact to the
2 Paraquat that was designed, manufactured, and distributed by Defendants, and each of them.
3 During that time, Plaintiff DAVID ALBANESE would also mix, load, spray, and/or clean
4 Paraquat.

5 76. The Paraquat to which Plaintiff DAVID ALBANESE R was exposed entered his
6 body through absorption or penetration of the skin, mucous membranes, and other epithelial
7 tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways,
8 particularly where cuts, abrasions, rashes, sores, or other tissue damage are present); and/or 2)
9 through the olfactory bulb; and/or 3) through respiration into the lungs; and/or 4) through
10 ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or
11 conducting airways. Once absorbed, the Paraquat entered his bloodstream, attacked his nervous
12 system, and was substantial factor in causing him to suffer Parkinson's disease.

13 77. Plaintiff DAVID ALBANESE was diagnosed with Parkinson's disease in or about
14 2012.

15 78. Plaintiff DAVID ALBANESE had no reason to suspect the diagnosis was
16 connected to his past Paraquat exposure.

17 79. Although Plaintiff DAVID ALBANESE knew that the Paraquat to which he was
18 exposed was acutely toxic, he had no reason to suspect that chronic, low-dose exposure to
19 Paraquat could cause neurological diseases such as Parkinson's disease.

20 80. Plaintiff DAVID ALBANESE R was never told, either by a medical professional,
21 by media, or by the Defendants, that chronic, low-dose exposure to Paraquat could cause him to
22 suffer Parkinson's disease.

23 81. Plaintiff DAVID ALBANESE first became aware of Paraquat's role in causing his
24 Parkinson's disease and the wrongful acts of the Defendants that caused or contributed to his
25 developing Parkinson's disease within the last two years of the filing date of this Complaint.

26 82. Plaintiff DAVID ALBANESE did not discover this earlier because he had no
27 reason to suspect that his working with Paraquat could cause him to suffer Parkinson's disease.
28

83. Defendants' acts and omissions were a legal, proximate, and substantial factor in causing Plaintiff DAVID ALBANESE to suffer severe and permanent physical injuries, pain, mental anguish, and disability, and will continue to do so for the remainder of his life.

84. By reason of the premises, it became necessary for Plaintiff DAVID ALBANESE to incur expenses from medical care and treatment, and related costs and expenses required in the care and treatment of said injuries. Plaintiff DAVID ALBANESE's damages in this respect are presently unascertained as said services are still continuing.

85. By reason of the premises, it will be necessary for Plaintiff DAVID ALBANESE to incur future expenses for medical care and treatment, and related costs and expenses required for future care and treatment. Plaintiff's damages in this respect are presently unascertained as said services are still continuing. Plaintiff prays leave to insert elements of damages in this respect when the same are finally determined.

86. By reason of the premises, Plaintiff DAVID ALBANESE has been at times unable to follow Plaintiffs regular employment, incurring special damages in a presently unascertained sum as said loss is still continuing. Plaintiff prays leave to insert elements of damages with regards to past wage loss, future wage loss, and lost earning capacity when the same are finally determined.

87. By reason of the premises, Plaintiff has suffered general (non-economic) damages in a sum in excess of the jurisdictional minimum of this court.

88. By reason of the premises, Plaintiff has suffered special (economic) damages in a sum in excess of the jurisdictional minimum of this court.

CAUSES OF ACTION

COUNT I - STRICT PRODUCTS LIABILITYDESIGN DEFECT

89. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs as if fully stated herein.

90. Defendants are liable to Plaintiffs under a products liability theory for marketing a defectively-designed product, as well as for failing to adequately warn of the risk of severe neurological injury caused by chronic, low-dose exposure to Paraquat.

1 91. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
2 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
3 Paraquat for use in the State of California.

4 92. At all relevant times and places, the Paraquat that Chevron U.S.A. Inc., the
5 Syngenta Defendants, , Does One through Sixty, and their corporate predecessors designed,
6 manufactured, distributed, and sold was used in the intended or a reasonably foreseeable manner.

7 93. Plaintiff DAVID ALBANESE was exposed to Paraquat that Chevron U.S.A. Inc.,
8 the Syngenta Defendants, Does One through Sixty, and their corporate predecessors designed,
9 manufactured, distributed, and sold. As a result of that exposure, Paraquat entered Plaintiff
10 DAVID ALBANESE's body causing Plaintiff to develop Parkinson's disease.

11 94. The Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, Does One
12 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold did
13 not perform as safely as an ordinary consumer would have expected it to perform when used in the
14 intended or a reasonably foreseeable manner, in that:

15 a. as designed, manufactured, formulated and packaged Paraquat was likely to be inhaled,
16 ingested, and absorbed into the bodies of persons who used it, who were nearby while it was being
17 used, or who entered fields or orchards where it had been sprayed (or areas near where it had been
18 sprayed); and

19 b. when inhaled, ingested, or absorbed into the body, it was likely to cause neurological
20 damage that was both permanent and cumulative, and repeated low-dose exposures were likely to
21 cause neurodegenerative disease, including Parkinson's disease.

22 95. Alternatively, Chevron U.S.A. Inc., the Syngenta Defendants, Does One through
23 Sixty, and their corporate predecessors' Paraquat products were defectively designed in that the
24 risk of danger inherent in the challenged design outweighed the benefits of such design,
25 considering, among other relevant factors, the gravity of the danger posed by the challenged
26 design, the likelihood that such danger would occur, the mechanical feasibility of a safer
27 alternative design, the financial cost of an improved design, and the adverse consequences to the
28 product and to the consumer that would result from an alternative design.

1 96. The design defect existed when the Paraquat left Chevron U.S.A. Inc., the Syngenta
2 Defendants, Does One through Sixty, and their corporate predecessors' possession and control.

3 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiffs'
4 favor for compensatory and punitive damages, together with interest, costs herein incurred,
5 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiffs demand a
6 jury trial on all issues contained herein.

7 **COUNT II - STRICT PRODUCTS LIABILITYFAILURE TO WARN**

8 97. Defendants are also liable to Plaintiffs under a products liability theory based on
9 their failure to adequately warn of the risks of Paraquat. Plaintiffs incorporate by reference each
10 allegation set forth in preceding paragraphs as if fully stated herein.

11 98. When Chevron U.S.A. Inc., the Syngenta Defendants, Wilbur-Ellis Company,
12 LLC, Does One through Sixty, and their corporate predecessors manufactured and sold the
13 Paraquat to which Plaintiff was exposed, it was known or knowable to Chevron U.S.A. Inc., the
14 Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate
15 predecessors in light of scientific knowledge that was generally accepted in the scientific
16 community that:

17 a. Paraquat was designed, manufactured, formulated, and packaged such that it was likely
18 to be inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby
19 while it was being used, or who entered fields or orchards where it had been sprayed or areas near
20 where it had been sprayed; and

21 b. when inhaled, ingested, or absorbed into the body, it was likely cause latent neurological
22 damage that was both permanent and cumulative, and that repeated, low-dose exposures were
23 likely to cause neurodegenerative disease, including Parkinson's disease.

24 99. The risk of contracting Parkinson's disease from chronic, low-dose exposure to
25 Paraquat presented a substantial danger to users of Paraquat when the product was used in a
26 reasonably foreseeable manner.

1 ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be
2 exposed to Paraquat, including Plaintiff DAVID ALBANESE.

3 108. When Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty, and
4 their corporate predecessors designed, manufactured, packaged, labeled, distributed, and sold the
5 Paraquat to which Plaintiff was exposed, it was reasonably foreseeable that Paraquat:

6 a. was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it,
7 who were nearby while it was being used, or who entered fields or orchards where it had been
8 sprayed or areas near where it had been sprayed; and

9 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who were
10 nearby while it was being used, or who entered fields or orchards where it has been sprayed or
11 areas near where it has been sprayed, it was likely to cause neurological damage that was both
12 permanent and cumulative, and repeated exposures were likely to cause neurodegenerative
13 disease, including Parkinson's disease.

14 109. In breach of the aforementioned duty to Plaintiff, Chevron U.S.A. Inc., the
15 Syngenta Defendants, Does One through Sixty, and their corporate predecessors negligently:

16 a. failed to design, manufacture, formulate, and package Paraquat to make it unlikely to be
17 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it
18 was being used, or who entered fields or orchards where it had been sprayed or areas near where it
19 had been sprayed;

20 b. designed, manufactured, and formulated Paraquat such that it was likely to cause
21 neurological damage that was both permanent and cumulative, and repeated exposures were likely
22 to cause clinically significant neurodegenerative disease, including Parkinson's disease;

23 c. failed to conduct adequate research and testing to determine the extent to which
24 exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into the
25 bodies of persons who used it, who were nearby while it was being used, or who entered fields or
26 orchards where it had been sprayed or areas near where it had been sprayed;

27 d. failed to conduct adequate research and testing to determine the extent to which
28 Paraquat spray drift was likely to occur, including its propensity to drift, the distance it was likely

1 to drift, and the extent to which Paraquat spray droplets were likely to enter the bodies of persons
2 spraying it or other persons nearby during or after spraying;

3 e. failed to conduct adequate research and testing to determine the extent to which Paraquat
4 was likely to cause or contribute to cause latent neurological damage that was both permanent and
5 cumulative, and the extent to which repeated exposures were likely to cause or contribute to cause
6 clinically significant neurodegenerative disease, including Parkinson's disease;

7 f. failed to direct that Paraquat be used in a manner that would have made it unlikely to be
8 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it
9 was being used, or who entered fields or orchards where it had been sprayed or areas near where it
10 had been sprayed; and

11 g. failed to warn that Paraquat was likely to cause neurological damage that was both
12 permanent and cumulative, and repeated exposures were likely to cause clinically significant
13 neurodegenerative disease, including Parkinson's disease.

14 110. Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty, and their
15 corporate predecessors knew or should have known that users would not realize the dangers of
16 exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk
17 of harm from exposure to Paraquat.

18 111. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants,
19 Does One through Sixty, and their corporate predecessors' negligence, Plaintiff suffered the
20 injuries described in this Complaint.

21 112. Additionally, in the course of designing, manufacturing, packaging, labeling,
22 distributing, and selling Paraquat, Chevron U.S.A. Inc., the Syngenta Defendants, Wilbur-Ellis
23 Company, LLC, Does One through Sixty, and their corporate predecessors violated laws, statutes,
24 and regulations, including but not limited to: sections of Food & Agriculture Code, Division 7,
25 Chapter 2 (Pesticides) and sections of Title 3, California Code of Regulations, Division 6
26 (Pesticides).

27 113. Plaintiff was a member of the class of persons that said laws, statutes, and
28 regulations were intended to protect.

1 114. Chevron U.S.A. Inc., the Syngenta Defendants, Does One through Sixty' violations
2 of said laws, statutes, and regulations were also substantial factors in causing Plaintiffs injuries.

3 115. The injuries that resulted from Chevron U.S.A. Inc., the Syngenta Defendants,
4 Does One through Sixty' violations were the kind of occurrence the laws, statutes, and regulations
5 were designed to protect.

6 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs'
7 favor for compensatory and punitive damages, together with interest, costs herein incurred,
8 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiffs demand a
9 jury trial on all issues contained herein.

10
11 **COUNT IV - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

12 116. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs
13 as if fully stated herein.

14 117. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
15 through Sixty, and their corporate predecessors engaged in the business of designing,
16 manufacturing, distributing, and selling Paraquat and other restricted-use pesticides and held
17 themselves out as having special knowledge or skill regarding Paraquat and other restricted-use
18 pesticides.

19 118. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, Does One
20 through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold
21 Paraquat for use in the State of California.

22 119. Plaintiff was exposed to Paraquat in the State of Connecticut that Chevron U.S.A.
23 Inc., the Syngenta Defendants, Does One through Sixty, and their corporate predecessors
24 designed, manufactured, distributed, and sold.

25 120. The Paraquat to which Plaintiff DAVID ALBANESE was exposed was not fit for
26 the ordinary purposes for which it was used, and in particular:

27 a. it was designed, manufactured, formulated, and packaged such that it was likely to be
28 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it

1 was being used, or who entered fields or orchards where it had been sprayed or areas near where it
2 had been sprayed; and

3 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who were
4 nearby while it was being used, or who entered fields or orchards where it had been sprayed or
5 areas near where it had been sprayed, it was likely to cause neurological damage that was both
6 permanent and cumulative, and repeated exposures were likely to cause neurodegenerative
7 disease, including Parkinson's disease.

8 121. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants,
9 Does One through Sixty, and their corporate predecessors' breach of implied warranty, Plaintiffs
10 suffered the injuries herein described.

11 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs'
12 favor for compensatory and punitive damages, together with interest, costs herein incurred,
13 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiffs demand a
14 jury trial on all issues contained herein.

15 **COUNT V- PUNITIVE DAMAGES**

16 122. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs
17 as if fully stated herein.

18 123. Defendants' conduct as alleged herein was done with oppression, fraud, and malice.
19 Defendants were fully aware of the safety risks of Paraquat®. Nonetheless, Defendants
20 deliberately crafted their label, marketing, and promotion to mislead farmers and consumers.

21 124. This was not done by accident or through some justifiable negligence. Rather,
22 Defendants knew that it could turn a profit by convincing the agricultural industry that Paraquat
23 did not cause Parkinson's Disease, and that full disclosure of the true risks of Paraquat® would
24 limit the amount of money Defendants would make selling Paraquat® in California. Defendants'
25 objection was accomplished not only through its misleading labeling, but through a
26 comprehensive scheme of selective fraudulent research and testing, misleading advertising, and
27 deceptive omissions as more fully alleged throughout this pleading. Plaintiff was denied the right
28 to make an informed decision about whether to purchase, use, or be exposed to an herbicide,

1 knowing the full risks attendant to that use. Such conduct was done with conscious disregard of
2 Plaintiff's rights.

3 125. There is no indication that Defendants will stop their deceptive and unlawful
4 marketing practices unless they are punished and deterred. Accordingly, Plaintiff requests punitive
5 damages against the Defendants for the harms caused to Plaintiff.

6 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs'
7 favor for compensatory and punitive damages, together with interest, costs herein incurred,
8 attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiffs demand a
9 jury trial on all issues contained herein.

10 11 **COUNT VI - LOSS OF CONSORTIUM**

12 126. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs
13 as if fully stated herein.

14 127. At all times since the diagnosis of Parkinson's Disease, Plaintiffs DAVID AND
15 THERESA ALBANESE were, and are, legally married as husband and wife.

16 128. As a direct and proximate result of the aforementioned conduct of the Defendants,
17 and as a result of the injuries and damages to Plaintiffs have been deprived of the love,
18 companionship, comfort, affection, society, solace or moral support, protection, loss of enjoyment
19 of sexual relations, and loss of physical assistance in the operation and maintenance of the home,
20 of their spouses and have thereby sustained, and will continue to sustain damages

21 WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment in
22 Plaintiffs' favor for compensatory and punitive damages, together with interest, costs herein
23 incurred, attorney fees and all relief as this Court deems just and proper. Additionally, Plaintiffs
24 demands a jury trial on all issues contained herein.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs request this Court to enter judgment in Plaintiffs' favor and
27 against the Defendants for:

28 a. actual or compensatory damages in such amount to be determined at trial and as

provided by applicable law;

- b. exemplary and punitive damages sufficient to punish and deter the Defendants and others from future fraudulent practices;
- c. pre-judgment and post-judgment interest;
- d. costs including reasonable attorneys' fees, court costs, and other litigation expenses; and
- e. any other relief the Court may deem just and proper.

Dated: April 7, 2021

Respectfully submitted,

THE MILLER FIRM, LLC

/s/ Curtis G. Hoke

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Attorneys for Plaintiffs

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all of the triable issues within this pleading.

Dated: April 7, 2021

Respectfully submitted,

THE MILLER FIRM, LLC

/s/ Curtis G. Hoke

Curtis G. Hoke (SBN 282465)

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